



In Bernin, on January 8, 2026

## COMPENSATION INFORMATION RELATED TO THE NEW CHIEF EXECUTIVE OFFICER

On January 8, 2026, the Board of Directors, based on the recommendations of the Compensation, Nominations and Board Governance Committee decided to appoint Laurent Rémont as new Chief Executive Officer, effective on April 1, 2026.

During the same meeting, the Board of Directors, based on the recommendations of the Compensation, Nominations and Board Governance Committee also decided upon the compensation components of Laurent Rémont, effective on April 1, 2026.

It is reminded that the elements of the compensation policy applicable to the Chief Executive Officer, as described below, will be subject to the approval of the 2026 Annual General Meeting in accordance with the provisions of Article L. 22-10-8 of the French Commercial Code.

In setting the compensation of the new Chief Executive Officer as of April 1, 2026, the following aspects have been taken into account:

1. The fundamental principles defined by the Afep-Medef Code and the Board of Directors for determining compensation policies for corporate officers;
2. The Company's strategy, performance, and long-term objectives;
3. The competitive positioning of the Chief Executive Officer's compensation in relation to two revised defined peer groups, comprising the following companies and representing comparable companies in terms of market capitalization, total revenue, industry and geographic presence:
  - **European Peer Group:** Ams-OSRAM, Tecan Group, AT&S, SMA Solar, Siltronic, Eutelsat, Jenoptik, VAT Group, Barco, Melexis, X-FAB, Aixtron, BE Semiconductor Indus, Elmos Semiconductor, Technoprobe, Nordic Semiconductor, NCAB group.
  - **French Peer Group:** FDJ United, Ipsos, TF1, BIC, Getlink, Virbac, M6 METROPOLE TV, Eutelsat, Mersen, Viridien, Beneteau, Solutions 30, OVH, VisionGroup, Maurel & Prom, X-FAB, GTT, Assystem, Lectra, Exosens, Exail Technologies.
4. The fact that Laurent Rémont will not benefit from an employment contract in accordance with the recommendations of article 23 of the Afep-Medef Code.

The proposed compensation structure is aligned with general recommendations: to favor "pay for performance"; the total variable component (short and long-term) represents more than 2/3 of the total target compensation.

The proposed overall compensation package positions the Chief Executive Officer's target total compensation (i.e. €1,750,000 vs. €2,200,000 provided for in the FY'26 Chief Executive Officer compensation policy) slightly above the median of French companies of the peer group and slightly below the median of the European companies of the peer group.

**Fixed compensation:** Laurent Rémont's annual fixed compensation for FY'27 will be set at a gross amount of €500,000 (vs. €530,000 provided in the FY'26 Chief Executive Officer compensation policy), payable in 12 monthly installments from April 1, 2026 to March 31, 2027 subject to the approval of the FY'27 Chief Executive Officer compensation policy by the 2026 Annual General Meeting. This annual fixed compensation positions the Chief Executive Officer's compensation at the median of the French companies of the peer group and between the first quartile and the median of the European companies of the peer group. The level of the fixed compensation has been determined taking into account the profile of the candidate, taking on a Chief Executive Officer position for the first time.

**Short-term annual variable compensation:** Laurent Rémont's FY'27 short-term annual variable compensation will be subject to the achievement of pre-determined performance conditions defined by the Board of Directors based on recommendations issued by the Compensation, Nominations and Board governance Committee. These performance criteria could be based on EBITDA, Free cash flow, ESG, etc.

Laurent Rémont's short-term annual variable compensation target value will correspond to 100% of his fixed annual compensation and can range between 0% and 150% (vs. 165% provided in the FY'26 Chief Executive Officer compensation policy) of his fixed annual compensation depending on the achievement of the objectives set by the Board of Directors. The target short-term variable

compensation in percentage of the fixed compensation at 100% positions the Chief Executive Officer's short-term variable compensation at the 75th percentile of the French and European companies of the peer group, the median of the French companies being at 90% and the median of the European companies being at 80%. The adjustment of the maximum value to 150% (without applying the multiplier of +10% applicable to Pierre Barnabé) positions the Chief Executive Officer's short-term variable compensation very slightly above the 75th percentile among French companies of the peer group, and between the median and the 75th percentile among European companies of the peer group.

The definition and levels of the performance criteria for the FY'27 short-term annual variable compensation will be adopted by the Board of Directors on May 27, 2026. This information will be publicly disclosed on the Soitec website following the Board of Directors meeting according to article 27 of the Afep-Medef Code and in the 2025-2026 Universal Registration Document to be filed with the AMF (*Autorité des Marchés Financiers*) in June 2026.

Pursuant to Article L. 22-10-34 II of the French Commercial Code, the payment of the FY'27 short-term annual compensation will be subject to the prior approval by the 2027 Annual General Meeting (*ex post vote*).

**Long-term variable compensation:** The Chief Executive Officer's long-term variable compensation corresponds to free performance share allocations. Therefore, performance shares will be granted to Laurent Rémont by the Board of Directors, within the applicable authorization of the Annual General Meeting and within the applicable general rules of the long-term incentive plan.

For FY'27, the value of the performance shares to be granted to Laurent Rémont as Chief Executive Officer will be set at 150% of his annual fixed compensation (vs. 250% provided in the FY'26 Chief Executive Officer compensation policy). Granting performance shares valued at 150% of his annual fixed compensation positions the Chief Executive Officer's long-term variable compensation between the median and the 75<sup>th</sup> percentile of the French and European companies of the peer group. The granted value is adjusted downward compared with what was planned for Pierre Barnabé to position the long-term variable compensation closer to the median as Soitec is also positioned near to the market median in both peer groups in terms of market capitalization and revenue.

The vesting of the performance shares to be allocated to the Chief Executive Officer will be subject to the achievement of demanding performance criteria based on financial and non-financial objectives, assessed over a three-year period.

The definition and levels of the performance criteria for the FY'27 long-term variable compensation will be adopted by the Board of Directors on July 29, 2026. This information will be disclosed publicly on the Soitec website following the Board of Directors meeting according to article 27 of the Afep-Medef Code and in the 2026-2027 Universal Registration Document to be filed with the AMF (*Autorité des Marchés Financiers*) in June 2027.

The vesting of the performance shares allocated to the Chief Executive Officer will also be subject to a *pro rata* presence condition during the three vesting years, i.e., one-third of each allocation will be subject to his continued presence during the relevant full vesting year. The presence condition will not be deemed satisfied if the Chief Executive Officer is under notice period on the date of assessment of the presence condition. In the event of retirement with a full benefit, the Chief Executive Officer's performance shares will vest on a *pro rata* basis (where appropriate, the Board of Directors may waive this condition on the basis of a reasoned decision). In the event of removal from office for gross or willful misconduct, the Chief Executive Officer would lose all of the allocated shares. The presence condition will not be deemed satisfied if the Chief Executive Officer has sent a resignation letter on or before the date of assessment of the presence condition. In the event of death or disability, the attendance requirement will be deemed to have been fully met.

In accordance with the rules governing the performance share allocation plan, no lock-up period will apply at the end of the vesting period. However, the Chief Executive Officer will be required to hold a certain number of vested shares in registered form under the plan, for the duration of his term of office. The value of these shares is set by the Board of Directors at 10% of the Chief Executive Officer's annual fixed compensation at the vesting date.

**Signing bonus:** Laurent Rémont will benefit from a granting of a signing bonus in the form of performance shares under Onyx 28 LTI plan (corresponding to 85% of his fixed compensation at the time of the grant) in order to partially compensate for benefits forfeited in connection with his prior employment. The performance shares to be granted to Laurent Rémont will be calculated in April 2026.

**Termination benefit:** In case of forced departure from the Group, a termination benefit representing an initial amount of up to 18 months' worth of compensation, calculated by reference to his annual fixed compensation (gross) on his last day of office and his most recent annual short-term variable compensation (gross) received in relation to the performance of his duties prior to the termination date thereof, will need to be paid to Laurent Rémont.

This initial amount would be reduced if the remaining period between the termination date and the original expiration date of his term of office is less than 18 months (in which case it would correspond to the amount of compensation – calculated in the same way – for the number of months until the original expiration date of his term of office).

This indemnity is not applicable in the event of voluntary resignation, retirement, or removal from office for gross or willful misconduct. This indemnity is not applicable either if the Company or the Chief Executive Officer is in a situation of failure.

The termination benefit will only be paid if cumulative EBITDA for the two fiscal years preceding his departure corresponds to at least 75% of the amounts provided for in the budgets for those two fiscal years as approved by the Board of Directors.

This indemnity is subject to the overall cap set out below, which applies to this termination benefit and the non-compete indemnity described below.

**Non-compete indemnity:** As consideration for the non-compete clause that will be applicable to him following his departure, Laurent Rémont will be entitled to an indemnity equal to 50% of his annual fixed compensation (gross) paid during the 12 months preceding

the date on which his office is terminated (excluding any bonuses, benefits or additional compensation granted on top of his fixed compensation).

This indemnity would be paid monthly, over a period of 12 months (which may be extended by the Board of Directors for a further period of up to 12 months).

The Board of Directors may waive, partially or in full, the non-compete clause if it deems fit, in which case the financial indemnity would be paid on a *pro rata* basis (if waived in full, no financial indemnity shall be due).

This indemnity is subject to the overall cap set out below, which applies to the termination benefit described above and this non-compete indemnity.

In any case, in accordance with Article R. 22-10-14, III°, of the French Commercial Code and with the Article 25.4 of the Afep-Medef Code, non-compete indemnity will not be paid if the Chief Executive Officer were to exercise his retirement rights or if he were over 65 years old.

**Overall cap for the termination benefit and the non-compete indemnity:** In all circumstances, the combined amount of the termination benefit and non-compete indemnity may not exceed 24 months' worth of Laurent Rémont's compensation (fixed and short-term variable), in accordance with the recommendations of article 26.5 of the Afep-Medef Code. If the aggregate amount of the two indemnities exceeds this cap, the amount of the termination benefit will be reduced so that the non-compete clause (if applied) and the corresponding non-compete indemnity remain in full force.

**Supplementary pension plan:** Laurent Rémont will be entitled to a PERO mandatory retirement savings plan under the same conditions as the Company's employees, with contributions based on his compensation up to Tranche C.

**Benefits in kind:** Laurent Rémont will benefit from a company car, relocation allowance and unemployment insurance for a duration of 12-months taken out with GSC.

Laurent Rémont will also benefit from the same personal risk insurance and healthcare expense coverage as all the engineers and managerial employees of Soitec's Economic and Social Unit (ESU).

In addition, Laurent Rémont will be provided with the material resources necessary for performing his duties and will be entitled, on presentation of receipts, to the reimbursement of travel and other business-related expenses.

**Other compensations and benefits:** Laurent Rémont will not benefit from an exceptional compensation and will not receive any compensation as a Director of the Board of Directors of the Company, nor any compensation for other corporate offices within the Group, nor any compensation paid by a subsidiary.

In addition, Soitec may not grant any loans or guarantees to the Chief Executive Officer and no service agreements may be entered into between the Chief Executive Officer and the Company or any of its subsidiaries that provide for entitlement to benefits.

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